AMEQ-126794758 SERFF Tracking Number: State: Arkansas American Equity Investment Life Insurance Filing Company: State Tracking Number: 46701

Company

Company Tracking Number: INDEX-110

TOI: Sub-TOI: A02I Individual Annuities- Deferred Non-A02I.003 Single Premium

Variable

INDEX-110 Product Name:

Project Name/Number: INDEX-110/INDEX-110

# Filing at a Glance

Company: American Equity Investment Life Insurance Company

Product Name: INDEX-110 SERFF Tr Num: AMEQ-126794758 State: Arkansas TOI: A02I Individual Annuities- Deferred Non-SERFF Status: Closed-Approved- State Tr Num: 46701

Variable Closed

State Status: Approved-Closed Sub-TOI: A02I.003 Single Premium Co Tr Num: INDEX-110

Filing Type: Form Reviewer(s): Linda Bird

Authors: Judith Jewett, Kathleen Disposition Date: 09/07/2010

Underwood, Cheryl Parker, Tiffany

Meuer

Date Submitted: 09/02/2010 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

# **General Information**

Project Name: INDEX-110 Status of Filing in Domicile: Authorized Project Number: INDEX-110 Date Approved in Domicile: 04/30/2010

Requested Filing Mode: Review & Approval **Domicile Status Comments:** 

Explanation for Combination/Other: Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/07/2010

Deemer Date:

Submitted By: Tiffany Meuer

Filing Description: NAIC #000-92738 FEIN 42-1153896

August 31, 2010

Market Type: Individual Group Market Size: Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 09/07/2010

Created By: Tiffany Meuer

Corresponding Filing Tracking Number:

SERFF Tracking Number: AMEQ-126794758 State: Arkansas
Filing Company: American Equity Investment Life Insurance State Tracking Number: 46701

Company

Company Tracking Number: INDEX-110

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: INDEX-110

Project Name/Number: INDEX-110/INDEX-110

Life and Health Division

Arkansas Insurance Department

Re: Form: INDEX-110, Single Premium Deferred Annuity Contract with Index-Linked Interest Options and a Premium Bonus Provision

I am filing the enclosed, above referenced form for your review and approval. A version of this form was approved by the IIPRC April 30, 2010, and thus is currently available in 35 states. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards.

This is a new single premium deferred indexed annuity contract. It has a Flesch readability score of 50.0. We plan to use this form with our application form 2000 (Rev), approved by your department March 10, 2000. Due to the nature of an indexed annuity contract, we do not plan to use illustrations.

Please see enclosed Hedging Strategy for indexed information as required for compliance with Guideline 35. In addition we also include a copy of our product disclosure to assist you in your review of this filing.

See attached Statement of Variability for an explanation of all variable items.

Thank you for your review of this submission.

Sincerely,

Judith Z. K. Jewett Vice President and Compliance Officer

Enc.

# **Company and Contact**

# **Filing Contact Information**

Judith Jewett, V. P. & Compliance Officer jjewett@american-equity.com
6000 Westown Pkwy 515-457-1722 [Phone]

West Des Moines, IA 50266 515-223-3865 [FAX]

SERFF Tracking Number: AMEQ-126794758 State: Arkansas

Filing Company: American Equity Investment Life Insurance State Tracking Number: 46701

Company

Company Tracking Number: INDEX-110

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: INDEX-110

Project Name/Number: INDEX-110/INDEX-110

**Filing Company Information** 

American Equity Investment Life Insurance CoCode: 92738 State of Domicile: Iowa

Company

6000 Westown Pkwy Group Code: 2658 Company Type: West Des Moines, IA 50266 Group Name: State ID Number:

(515) 221-0002 ext. [Phone] FEIN Number: 42-1153896

-----

# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: Per Policy

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

American Equity Investment Life Insurance \$50.00 09/02/2010 39204968

Company

SERFF Tracking Number: AMEQ-126794758 State: Arkansas
Filing Company: American Equity Investment Life Insurance State Tracking Number: 46701

Company

Company Tracking Number: INDEX-110

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium

Variable

Product Name: INDEX-110

Project Name/Number: INDEX-110/INDEX-110

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted		
Approved-	Linda Bird	09/07/2010	09/07/2010		

SERFF Tracking Number: AMEQ-126794758 State: Arkansas 46701

Filing Company: American Equity Investment Life Insurance State Tracking Number:

Company

Company Tracking Number: INDEX-110

TOI: A02I.003 Single Premium A02I Individual Annuities- Deferred Non-Sub-TOI:

Variable

INDEX-110 Product Name:

Project Name/Number: INDEX-110/INDEX-110

# **Disposition**

Disposition Date: 09/07/2010

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 AMEQ-126794758
 State:
 Arkansas

 Filing Company:
 American Equity Investment Life Insurance
 State Tracking Number:
 46701

Company

Company Tracking Number: INDEX-110

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium

Variable

Product Name: INDEX-110

Project Name/Number: INDEX-110/INDEX-110

Schedule	Schedule Item	Schedule Item Status Public Access
Supporting Document	Flesch Certification	Yes
Supporting Document	Application	Yes
Supporting Document	Life & Annuity - Acturial Memo	No
Supporting Document	Cover Letter	Yes
Supporting Document	Statement of Variability	Yes
Supporting Document	Statement of Values	Yes
Form	INDEX-110	Yes

SERFF Tracking Number: AMEQ-126794758 State: Arkansas State Tracking Number: 46701

Filing Company: American Equity Investment Life Insurance

Company

Company Tracking Number: INDEX-110

TOI: A02I Individual Annuities- Deferred Non-A02I.003 Single Premium Sub-TOI:

Variable

INDEX-110 Product Name:

Project Name/Number: INDEX-110/INDEX-110

# **Form Schedule**

**Lead Form Number: INDEX-110** 

Schedule	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Item	Number			Data		
Status						
	INDEX-110	0 Policy/Cont INDEX-110	Initial		50.000	AR I 110.pdf
		ract/Fratern				
		al				
		Certificate:				
		Amendmen				

Amendmen t, Insert Page, Endorseme

nt or Rider

# AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY

[6000 Westown Parkway]
[West Des Moines, Iowa 50266]
[(888) 221-1234]
[http://www.american-equity.com]
A STOCK LIFE INSURANCE COMPANY

We pay the benefits of this Contract, subject to all of its provisions, terms and conditions. We issue this Contract based on the attached Application and payment of the Single Premium on or before the Contract Date.

# 15 DAY RIGHT TO EXAMINE CONTRACT

YOU MAY RETURN THIS CONTRACT TO YOUR AGENT OR OUR HOME OFFICE FOR UP TO 15 DAYS AFTER YOU RECEIVE IT, 30 DAYS IF REPLACEMENT IS INVOLVED. WITHIN 10 DAYS WE WILL REFUND ANY PREMIUM PAID, EXCLUDING ANY BONUS APPLIED. THIS CONTRACT WILL THEN BE VOID.

Signed for the Company at Des Moines, Iowa, on the Contract Date.

Debra J. Richardson

Xlebra J. Bichardson

Ronald J. Grensteiner

**Secretary** President

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT WITH INDEX-LINKED INTEREST OPTIONS AND A PREMIUM BONUS PROVISION

Index Credits currently linked to S&P 500 Index and 10 Year U. S. Treasury Bond Index

10% Penalty-free Withdrawal Option available after 1<sup>st</sup> Contract Year
Death Benefit Prior to Maturity
Monthly Income at Maturity
No Dividends

Nonparticipating

Although Contract Values may be affected by an external Index, the Contract does not participate in any stock or equity investments

This is a legal Contract between You and Us.

# READ YOUR CONTRACT CAREFULLY

INDEX-110 PAGE 1

# **TABLE OF CONTENTS**

Contract Proceeds and Pay-out Provisions	Page 10
Contract Specifications	Page 3
Contract Values Provisions	Page 7, 8, 9
Death Pay-out Provisions	Page 12
Definitions	Page 4
General Provisions	Page 5
Income for Specified Period Factors	Page 14
Indexed Value Specifications	Page 3a
Joint and Survivor Income Factors	Page 16
Life Income with Specified Period Certain Factors	Page 15
Maturity Pay-out Provisions	Page 10
Premium Provisions	Page 6
Settlement Option Pay-out Provisions	Page 13
Withdrawal and Surrender Pay-out Provisions	Page 11

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This product is not sponsored, endorsed, sold or promoted by the U.S. Treasury and the U.S. Treasury makes no representation regarding the advisability of purchasing this product.

# **CONTRACT SPECIFICATIONS**

1.	Contract Number:								56]		
2.					ate:	[Janua	ry 1, 20	010]			
3.						Ow	ner:	[John ]	Doe]		
4.					Joi	nt Ow	ner:	[Mary	Doe]		
5.					A	Annuit	ant:	[John ]	Doe]		
6.				Annuit	ant's I	ssue A	ge:	[35]			
7.				A	Annuit	ant's S	Sex:	[M]			
8.					Matu	rity D	ate:	[January 1, 2045]			
9.					T	ax Sta	tus:	[Non-qualified]			
10.			Mini	mum S	ingle	Premi	ım:	[\$2,000]			
11.		Single Premium:							[\$50,000]		
12.	Premium Bonus:							[\$2,50	00]		
			Prem	ium Bo	nus Pe	ercenta	ige:	5% of	Single	Premiu	m
		Minin	num Co	ontract	Value	Allow	ed:	\$2,000	)		
13.MGSV Minimum	ı Guar	anteed	Intere	st Rate	(MGS	SV-MO	GIR)	[3.00%	5]*		
MGSV-MGIR Guarantee Period:							iod:	Life of	Contra	ıct	
			Su	rrender	Char	ge Peri	iod:	10 Cor	ntract Y	ears	
		:	Surren	der Cha	arge Pe	ercenta	ige:				
Contract Year:	1	2	3	4	5	6	7	8	9	10	11+

<sup>\*</sup>Applies to Minimum Guaranteed Surrender Value only as shown on Page 7.

13.25 12 10.75 9.25 8

Percentage:

# FIXED VALUE SPECIFICATIONS

6.75 5.5

0.0

Fixed Value Single Premium: [\$50,000]
Allocated Bonus: [\$2,500]
Fixed Value Initial Interest Rate: [3.25%]

Fixed Value Initial Interest Rate Guarantee Period: 1st Contract Year

Fixed Value MGIR (FV-MGIR): 1.25%

FV-MGIR Guarantee Period: Life of Contract

The minimum contract values provided under this Contract meet or exceed the required minimum nonforfeiture values.

# 18. [Delivery State DOI]

19. Phone Number: [Phone # of delivery state DOI]

<sup>17. &</sup>lt;u>Nonforfeiture Values:</u> The nonforfeiture values for this contract are calculated by accumulating 87.5% of single premium, less all withdrawals, at the nonforfeiture interest rate of [1.10%].

# **INDEXED VALUE SPECIFICATIONS**

Cap Guarantee Period: 1 Contract Year

# **AVERAGED VALUE WITH CAP**

20. Index: [Standard &	2 Poor's 500 Composite Stock Price Index]
------------------------	---

21. Single Premium: [\$0]
22. Allocated Bonus: [\$0]
23. Index on Contract Date: [1200]
24. Initial Cap: [7%]

Guaranteed Minimum Cap: 4%

# POINT TO POINT VALUE WITH CAP

25. Index:	[Standard & Poor's 500 Composite Stock Price Index]
------------	---

26. Single Premium: [\$0]
27. Allocated Bonus: [\$0]
28. Index on Contract Date: [1200]
29. Initial Cap: [7%]
Guaranteed Minimum Cap: 4%

Guaranteea Minimum Cap. 170

# MONTHLY POINT TO POINT (MPT) VALUE SPECIFICATIONS

30.	Index:	[Standard & Poor's 500 Composite Stock Price Index]

31. Single Premium: [\$0]
32. Allocated Bonus: [\$0]
33. Index on Contract Date: [1200]
34. Initial Asset Fee Rate: [0%]

Asset Fee Rate Guarantee Period: Life of Contract

35. Initial MPT Cap: [2.20%]

MPT Guaranteed Minimum Cap: 1%

# **BOND VALUE SPECIFICATIONS**

26	Dand Inday	[10 Year U S Treasury	Dand Inday
36.	Dona maex:	THU TEAR U.S. Freasury	Dona maexi

37. Single Premium: [\$0] 38. Allocated Bonus: [\$0]

39. Treasury Bond Price on Contract Date: [99.5] ([6 Aug 09], CUSIP # [912827YE6\*])

40. Coupon Rate on Contract Date: [6.00%]
41. Initial Cap: [5%]

Guaranteed Minimum Cap: 4%

Note: You may check current indices in the Wall Street Journal, in Barron's, on the Internet, or with Your financial advisor.

Index Credits may not be reflected in Your Cash Surrender Value due to the calculation of the Minimum Guaranteed Surrender Value described on Page 7.

Index linked returns do not include the portion of returns generated by the underlying Index that comes from dividends.

We can change Your Cap Rates once each Contract Year, subject to guaranteed minimums, and based on future anticipated experience.

<sup>\*</sup>Updated to current bond on each Contract Anniversary.

# **DEFINITIONS**

In this Contract, these terms mean:

**ANNIVERSARY:** 

WE, OUR, US, COMPANY: AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY

**OWNER, YOU, YOUR:** The person named in the Application as the Owner. The Owner has all

rights under this Contract.

**ANNUITANT:** The person shown on Page 3 whose life is the measuring life for Your

Contract. The Annuitant may or may not be the Owner.

**PAYEE:** The person to whom We pay Proceeds.

**BENEFICIARY:** The person or persons shown on the Application or by later changes, to

whom We pay death Proceeds. You may change a Beneficiary as this Contract allows. However, if the Annuitant is not the Owner and the Owner dies before the Maturity Date, the Annuitant becomes the

Beneficiary, unless You specify otherwise in advance.

**APPLICATION:** The form You filled out to apply for this Contract. We have attached a

copy.

**NOTICE, NOTIFY,** Written requests and information We receive at Our Home Office, at

**NOTIFYING:** address shown on Page 1, that You sign, and We accept.

**AGE:** The Annuitant's Age last birthday.

**CONTRACT DATE,** The date this Contract becomes effective. This Contract does not take

**ISSUE DATE:** effect until delivered to You and You have paid the Single Premium.

**MATURITY DATE:** Maturity Date is the date Annuity Payments can begin, as shown on Page 3.

You may change Your Maturity Date to any date not in the Surrender

Charge Period or after Annuitant's 114<sup>th</sup> birthday.

**INDEX DATE:** The Index Date is used in the calculation of Averaged Value and MPT

Value, and is the Contract Date and the same day of each month thereafter. If the same day does not exist in a month, such as the 31st, We use the first preceding day. Example: If the Contract Date is January 31, 2010, the next Index Date is February 28, 2010, and the last day of each following month. Conversely, if the Contract Date is February 28, 2010, the next Index Date

is March 28, 2010, and the same day of each month thereafter.

**CONTRACT YEAR,** We compute Contract Years and Anniversaries from the Contract Date.

Example: If the Contract Date is January 1, 2010, the first Contract Year ends on December 31, 2010, and the first Contract Anniversary falls on

January 1, 2011.

**CAPS:** The percentages shown on Page 3a, used in calculating the Index Credits as

described on Page 8. We declare the Caps annually in advance. The Caps will never be less than the Guaranteed Minimum Cap and are guaranteed

for the Cap Guarantee Period shown on Page 3a.

**MPT ASSET FEE RATE:** The percentage shown on Page 3a, used in calculating the MPT Index

Credit described on Page 8. Asset Fee Rate is set at issue and guaranteed

for the life of the Contract.

# **GENERAL PROVISIONS**

#### **CONTRACT**

This Contract, attached Application, and any attached amendments, riders or endorsements make up the entire Contract. All statements made by Applicant on the Application for issuance of the Contract are representations and not warranties.

# **CONTRACT CHANGES**

No one may change any part of this Contract or waive any provision except You or one of Our officers. Both must agree to the change. All changes must be in writing.

# **CONFORMITY WITH THE LAW**

The provisions of this Contract conform to the minimum requirements of the issue state. The laws of the issue state control over any conflicting laws of any other state where the Owner may live on or after the Contract Date.

# **CHANGES IN THE LAW**

We will amend this Contract to comply with any changes in laws governing it or taxation of benefits under it.

#### **OWNERSHIP**

This Contract belongs to You. You have all rights, subject to the rights of: any assignee of record with Us; any irrevocable Beneficiary (You may not make changes without consent of said Beneficiary.); and any restricted Ownership. You may change the Owner by Notifying Us. Any changes will take effect on the date You sign the Notice. No change applies to any action We take before receiving Notice. A change of Owner does not change the Beneficiary.

# **ASSIGNMENT**

You may assign this Contract by Notifying us. Assignments, unless You specify otherwise, take effect on the date the assignment is signed, subject to any payments made or actions taken by Us prior to receipt of said Notice. We assume no responsibility regarding validity of any assignment.

# **INCONTESTABILITY**

If permitted by law in state of delivery, in the absence of fraud in the procurement of the Contract, We will not contest this Contract after it has been in force during the Annuitant's lifetime for 2 years from the Issue Date. Read the Application copy attached. If anything is not true or complete to the best of Your knowledge and belief, Notify Us.

# **NONFORFEITABILITY**

Before the Maturity Date, Your Interest in the Cash Surrender Value is always nonforfeitable.

# **INTEREST RATES**

The rate and duration of the Fixed Value Initial Interest Rate shown on Page 3 apply only to Your Fixed Value Single Premium and Allocated Bonus. The MGSV-MGIR shown on Page 3 applies to Minimum Guaranteed Surrender Value only. We declare Our Current Interest Rates in advance and guarantee never less than the applicable MGIR. The MGIRs shown on Page 3 are set at issue and guaranteed until this Contract terminates. All Interest Rates are calculated as effective annual rates, compounded daily.

#### **RESERVE BASIS**

The reserve method and basis for this Contract is on file with the Insurance Department in Your state.

# STATEMENT OF VALUES

At least once each Contract Year, or upon Your request, We will send You a Statement of Values. It will show: Beginning and ending dates of the Statement of Values; Single Premium paid and Bonus applied; Withdrawals and applicable Surrender Charges; Values described on Pages 7, 8, & 9; Interest Rates; and Caps.

# **TERMINATION**

This Contract terminates on the earliest of:

- (1) The date You do not maintain Minimum Values as described on Page 9;
- (2) The date You Surrender Your Contract;
- (3) The date the Annuitant or Owner dies; or
- (4) The Maturity Date.

# **PREMIUM PROVISIONS**

# PAYMENT AND ALLOCATION OF PREMIUM

The Single Premium, the amount We receive with Your Application, as shown on Page 3, is due on the Contract Date. You may direct all or any portion of Your Single Premium, to either Your Fixed Value, any of the 4 Indexed Values, or any combination thereof, subject to the Limitations below.

# PREMIUM BONUS

The amount shown on Page 3, by which We increase Your Single Premium and allocate on the same basis as Your Single Premium. We apply the Premium Bonus on the date We receive Your Single Premium. The amount of the Bonus is not considered part of the Premium but is treated as part of Interest earnings.

# **LIMITATIONS**

Single Premium

- (1) The minimum Single Premium We will accept is shown on Page 3.
- (2) The maximum Premium We will accept is:
  - For issue ages 0-69, \$1,000,000
  - \* For issue ages 70-74, \$750,000
  - \* For issue ages 75-85, \$500,000
- (3) The minimum required to select allocation to a Value is \$1,000.

# **CONTRACT VALUES PROVISIONS**

# **CONTRACT VALUE**

Your Contract Value equals the sum of Your Fixed Value and Your Indexed Value.

# **CASH SURRENDER VALUE**

The Cash Surrender Value is the amount of Proceeds payable if You Surrender this Contract and is equal to the greater of:

- (1) Contract Value minus any applicable Surrender Charges; or
- (2) Minimum Guaranteed Surrender Value.

# MINIMUM GUARANTEED SURRENDER VALUE

The Surrender Value of Your Contract will never be less than:

- (1) 87.5% of Your Single Premium We receive; less
- (2) Any Withdrawal Proceeds;
- (3) Accumulated at MGSV-MGIR as shown on Page 3.

# SURRENDER CHARGES

We take a Surrender Charge on Partial Withdrawals or Surrenders during the Surrender Charge Period. We calculate Surrender Charges as follows:

- (1) At Partial Withdrawal, the Partial Withdrawal Proceeds, plus any amount necessary to provide for the Surrender Charge, multiplied by the Surrender Charge Percentage shown on Page 3; or
- (2) At Surrender, Your Contract Value, plus any Penalty-free Withdrawals taken in the last 12 months, multiplied by the Surrender Charge Percentage shown on Page 3.

# TRANSFER OF VALUES OPTION

On each Anniversary, You may transfer Your money between Your Fixed and/or Indexed Values, subject to a \$1,000 minimum to maintain a Value, and a minimum of 10% of Contract Value to enter a new Value.

# **FIXED VALUE**

Fixed Value equals:

- (1) On Contract Date the Fixed Value Single Premium and allocated Premium Bonus shown on Page 3, if any.
- (2) At each Anniversary:
  - a. Fixed Value on last Anniversary\*; less
  - b. Any Withdrawal Proceeds and associated Surrender Charges since last Anniversary; plus
  - c. Interest credited\*\*; plus or minus
  - d. Any Transferred Values.
- (3) Between Anniversaries:
  - a. Your Fixed Value on last Anniversary\*; less
  - b. Any Withdrawal Proceeds and associated Surrender Charges since last Anniversary; plus
  - c. Interest credited.\*\*

\*When calculating Fixed Value on the first Anniversary or during the first Contract Year use Fixed Value on the Contract Date.

\*\*Never less than FV-MGIR of 1.25% shown on Page 3 and described in INTEREST RATES section on Page 5.

# **INDEX**

The Indices on the Issue Date are shown on Page 3a and are the Indices on the last Index Date. If an Index is not available for any Index Date, We will use the Index on the first preceding day for which it is available. Indices are published in the Wall Street Journal. If We substitute a suitable alternative index approved by the Insurance Department in the issue state, We will Notify You.

# **BOND INDEX**

The Bond Index is shown on Page 3a and is the Bond Index on the last Index Date. If the Bond Index is not available for any Index Date, We will use the applicable Bond Index on the first preceding day for which it is available. Bond Indices are published in Barron's. If We substitute a suitable alternative bond index approved by the Insurance Department in the issue state, We will Notify You.

# **INDEX AVERAGE**

The Index Average is the average of the 12 Indexes on the 12 Index Dates during each Contract Year.

**INDEX CREDITS** are added to the Indexed Values on each Contract Anniversary and are calculated as follows:

# **Averaged Value Index Credit**

- (1) The Index Average for the current Contract Year; less
- (2) The Index on the last Anniversary\*; divided by
- (3) The Index on the last Anniversary\*;
- (4) Result not to exceed Cap; multiplied by
- (5) The Averaged Value on the last Anniversary\*, plus or minus any Transferred Values, and less any Withdrawal Proceeds and associated Surrender Charges during the last Contract Year.

#### **Point to Point Value Index Credit**

- (1) The Index on the last day of the current Contract Year; less
- (2) The Index on the last Anniversary\*; divided by
- (3) The Index on the last Anniversary\*;
- (4) Result not to exceed Cap; multiplied by
- (5) Point to Point Value on the last Anniversary\*, plus or minus any Transferred Values, and less any Withdrawal Proceeds and associated Surrender Charges during the last Contract Year.

# **Monthly Point to Point Index Credit**

- (1) MPT Value on last Anniversary\*; plus or minus
- (2) Any Transferred Values; less
- (3) Any Withdrawal Proceeds and associated Surrender Charges during the last Contract Year; multiplied by
- (4) MPT Sum; less MPT Asset Fee Rate.

<u>MPT Ratio</u>: The MPT Ratios are added together to reach the MPT Sum below, and are calculated as follows: MPT Index on each Index Date; less MPT Index on first preceding Index Date; divided by MPT Index on first preceding Index Date; result not to exceed MPT Cap.

**MPT Sum:** The MPT Sum is the sum of the 12 MPT Ratios during each Contract Year.

# **Bond Value Index Credit**

- (1) The Treasury Bond Price on the current Contract Anniversary; less
- (2) The Treasury Bond Price on the last Anniversary\*; divided by
- (3) The Treasury Bond Price on the last Anniversary\*; plus
- (4) The Coupon Rate on last Anniversary\*;
- (5) Result not to exceed Bond Value Cap; multiplied by
- (6) Your Bond Value on the last Anniversary\*, plus or minus any Transferred Values, and less any Withdrawal Proceeds and associated Surrender Charges during the last Contract Year.

\*Note: To calculate an Index Credit for the first Anniversary, use the applicable Index on the Contract Date.

Each Index Credit will never be less than zero (0).

# INDEXED VALUE

Indexed Value equals:

- (1) Averaged Value; plus
- (2) Point to Point Values; plus
- (3) Bond Value.

# **INDEXED VALUES CALCULATION** – applies to all Indexed Values

- (1) On Contract Date = Applicable Single Premium and allocated Bonus shown on Page 3a.
- (2) At each Anniversary =
  - a. Value on last Anniversary\*; less
  - b. Any Withdrawal Proceeds and associated Surrender Charges since last Anniversary; plus
  - c. Applicable Index Credit; plus or minus
  - d. Any Transferred Values.
- (3) Between Anniversaries\*\* =
  - a. Value on last Anniversary\*; less
  - b. Any Withdrawal Proceeds and associated Surrender Charges since last Anniversary.

\*Note: When calculating Indexed Values for the first Anniversary, and during the first Contract Year, use the applicable Indexed Value on the Contract Date.

\*\*Any Withdrawals from an Indexed Value will not be credited with any Index Credit for that Contract Year. If You Surrender Your Contract between Anniversaries, You will forfeit the Index Credit for that Contract Year.

# MINIMUM VALUES

To be maintained, a Value must contain at least \$1,000. If, through Withdrawals or Transfers, You reduce a Value(s) to less than \$1,000, We will automatically close the Value(s) and transfer the remaining funds to Your Fixed Value.

To be maintained, Your Contract must contain at least the Minimum Contract Value Allowed as shown on Page 3. If through Withdrawals You reduce Your Contract Value less than the Minimum Contract Value Allowed, Your Contract will automatically Terminate, We will apply any applicable Surrender Charges and pay-out the remaining funds.

# **CONTRACT PROCEEDS AND PAY-OUT PROVISIONS**

# MINIMUM BENEFITS

Any Proceed Pay-outs available under this Contract are at least the minimum required by laws of the issue state.

#### PREMIUM TAXES

If We are required to pay premium taxes, We re-calculate Your Proceeds at Pay-out as if We had deducted premium taxes from Your Single Premium.

# **PROCEEDS**

Proceeds means the amount payable when:

- (1) You take a Withdrawal;
- (2) You Surrender this Contract;
- (3) The Annuitant or Owner dies; or
- (4) The Contract matures.

# PAYMENT OF PROCEEDS

We pay Proceeds under the Automatic Settlement Option, unless You or Your Beneficiary elect to apply all or part of Death or Maturity Proceeds to provide payments under another Settlement Option or in a lump sum. We pay Death Proceeds to the Beneficiary upon receipt of due proof of Death. We always pay Withdrawal and Surrender Proceeds in one sum. If Pay-out is not immediate, We credit Interest to the Proceeds from the date of Withdrawal, Surrender, Maturity, or Death until Pay-out. We add this Interest to the Proceeds and pay the greater of:

- (1) The current rate of Interest We declare; or
- (2) Any minimum rate required by the laws of the delivery state.

# ADJUSTMENT OF BENEFIT VALUES

If We find an error in the stated Age or sex of any Payee, after making payments under a Settlement Option, We adjust the benefits to those that the Values of this Contract would have purchased using the correct Age and sex. If We find an error and We have made income payments, We:

- (1) Pay the amount of any under-payments, plus 6% Interest, compounded annually; or
- (2) Charge the amount of any over-payments, plus 6% Interest, compounded annually, against the next income payments.

# MATURITY PAY-OUT PROVISIONS

# MATURITY BENEFIT

If Annuitant is alive on the Maturity Date, We pay the Maturity Proceeds as described in Payment of Proceeds section. The Maturity Proceeds equal the greater of the Contract Value or the Minimum Guaranteed Surrender Value on the Maturity Date. We may change the mode of payment so the payment is at least \$50.00.

Maturity benefits will not be less than those that would be provided by application of the Cash Surrender Value to purchase a single premium immediate annuity at purchase rates available at the time to the same class of Annuitants.

# WITHDRAWAL AND SURRENDER PAY-OUT PROVISIONS

# **DEFERRAL OF PAYMENT**

We may defer payment of any Surrender Proceeds for up to six months from the date You Notify Us, only after We receive written approval of deferral from the Commissioner of Insurance, and pay Interest on the Proceeds as described in the Payment of Proceeds section.

# WITHDRAWALS

Withdrawal Proceeds include amounts withdrawn under both the Penalty-free Withdrawal and Partial Withdrawal Options as follows:

# (1) **Penalty-free Withdrawal Option**

Each Contract Year, after the first, You may take one Penalty-free Withdrawal of up to 10% of Your Contract Value. Penalty-free Withdrawal Proceeds equal the Penalty-free Withdrawal amount You Request, and is the amount by which We adjust Your Values. No Surrender Charges apply to Penalty-free Withdrawals. All Withdrawals taken at the end of the Surrender Charge Period are Penalty-free.

# (2) Partial Withdrawal Option

You may make Partial Withdrawals at any time subject to Surrender Charges and Minimum Values. We apply applicable Surrender Charges to:

- a. Any Withdrawals taken in the first Contract Year;
- b. Amounts withdrawn in excess of the Penalty-free Withdrawal Option amount; and
- c. Any Withdrawals taken after taking a Penalty-free Withdrawal in any Contract Year.

Partial Withdrawal Proceeds equal the amount You request. We calculate Surrender Charges as described in Surrender Charge section, pay You the Proceeds, and adjust Your Values as described under Contract Values Provisions.

We will deduct Withdrawals first from the portion of Your Values representing Interest until all Interest is withdrawn, then from the portion of Your Values representing Premium until We reach the amount requested.

We process Penalty-free Withdrawals before Partial Withdrawals. For example, if You request a Withdrawal in excess of the Penalty-free Withdrawal amount, the Penalty-free Withdrawal Option provision applies to the Penalty-free Withdrawal amount, with no Surrender Charge, and the remaining amount falls under the Partial Withdrawal Option provision, and is affected by applicable Surrender Charges. Some Limitations may apply, see Limitations section below.

# REQUIRED MINIMUM DISTRIBUTION AMOUNT

We limit the amount You may Withdraw from this Contract as an IRS-defined required minimum distribution to the amount required under the Internal Revenue Code based on the Value of this Contract only.

# **SURRENDER**

If You Surrender this Contract, We pay You the Surrender Proceeds in a single sum. Surrender Proceeds equal the Cash Surrender Value on date of Surrender.

# LIMITATIONS

- (1) No portion of a Surrender taken during the Surrender Charge Period can be Penalty-free.
- (2) We treat any Penalty-free Withdrawal You take within the 12 months before Surrender as having been made in anticipation of Surrender. Therefore, We apply a Surrender Charge on that amount at Surrender.
- (3) You must maintain Minimum Values, as described on Page 9.

# **DEATH PAY-OUT PROVISIONS**

# **DEATH BENEFITS**

**Annuitant's Death -** The Death Proceeds payable equal the greater of Contract Value or the Minimum Guaranteed Surrender Value on the Annuitant's date of death.

If the Annuitant dies before the Maturity Date, We pay the Death Proceeds to Your Beneficiary. If You did not choose a Settlement Option, the Beneficiary may make a selection within 60 days of Our receiving proof of death.

If there are Joint Annuitants, We pay Death Proceeds at second death unless Joint Annuitants are also the Joint Owners, then We pay Death Proceeds at first death.

If the Annuitant dies after the Maturity Date and before the payment of the entire Death Proceeds, We pay any remaining balance as provided for in the Settlement Option selected, at least as rapidly as under the method of payment in effect at the Annuitant's death.

**Owner's Death -** The Death Proceeds payable equal the greater of the Contract Value or the Minimum Guaranteed Surrender Value on the Owner's date of death.

If the Owner, who is not the Annuitant, dies before the Maturity Date, We pay Death Proceeds to Your Beneficiary.

We pay out the entire Death Proceeds in a lump sum unless:

- (1) It is payable to the Beneficiary over a 5 year period. Entire Death Proceeds must be paid within 5 years;
- (2) It is payable over the lifetime, or life expectancy, of a designated Beneficiary. Payment must begin within one year of the date of death; or
- (3) The designated Beneficiary is the Owner's spouse and s/he continues the Contract in his or her name as new Owner.

If there are Joint Owners, We apply these distribution requirements at first death.

Note: We pay Death Proceeds once, at death of the first to die of either the Owner or Annuitant.

# INTEREST ON DEATH BENEFIT

We pay Interest on the Death Proceeds as described in Payment of Proceeds section.

# **BENEFICIARY**

You named the Beneficiary in the Application. While the Annuitant is alive You may change the Beneficiary by Notifying Us. Unless You specify otherwise, a change will take effect on the date You sign the Notice. Any change is subject to payment or other action We take before receiving Notice. If you named an irrevocable Beneficiary, You may not change the Beneficiary without consent of irrevocable Beneficiary.

# Unless You Notify Us otherwise, these rules apply:

- (1) If You name more than one Beneficiary, and any one Beneficiary dies before the Annuitant, We pay the Death Proceeds to any surviving Beneficiary(ies).
- (2) If any Beneficiary dies within 30 days after the Annuitant dies and We receive Notice of the Death before We pay the Death Proceeds, We pay it as if the Beneficiary died before the Annuitant.
- (3) If You have not named a Beneficiary when the Annuitant dies, We pay the Death Proceeds to the Annuitant's estate.
- (4) If no named Beneficiary is alive when the Annuitant dies, We pay the Death Proceeds to the Annuitant's
- (5) We pay equal amounts when more than one Beneficiary is to share the Death Proceeds.
- (6) When You do not state Beneficiaries by name (such as "children"), We may find who they are from sworn statements and not wait for court records. The word "child" means only a child born to, or adopted by, the Annuitant, it does not mean grandchild or stepchild.

# **SETTLEMENT OPTION PAY-OUT PROVISIONS**

These are the guaranteed Pay-out options from which to choose at Death or Maturity. You may also choose any other Settlement Option We currently offer by Notifying Us. All Pay-out options are for a minimum of 5 years. We pay Interest on the Proceeds as described in the Payment of Proceeds section.

# **OPTION 1 - INCOME FOR SPECIFIED PERIOD**

We pay an income for a specific number of years in equal installments. We guarantee these payments to be at least those shown in Table 1.

# **OPTION 2 - LIFE INCOME**

We pay equal monthly payments for a specified period certain and then for life. We guarantee these payments will be at least those shown in Table 2.

# **OPTION 3 - INCOME OF SPECIFIED AMOUNT**

We pay income of the specified amount until the principal and Interest are exhausted.

# **OPTION 4 - JOINT AND SURVIVOR INCOME**

We pay equal monthly payments during the joint lifetime of the Annuitant and the named Beneficiary/Payee. We determine the payment by the Age and sex of each person from Table 3. The Annuitant must be at least 50 years old, and the Beneficiary/Payee must be at least 45 years old, at the time of the first monthly payment.

# **AUTOMATIC SETTLEMENT OPTION**

The Automatic Settlement Option is life income with five years certain unless otherwise provided under the Internal Revenue Code. If You do not select a Settlement Option within 60 days of Maturity, the Automatic Settlement Option will take effect.

# INTEREST ON SETTLEMENT OPTIONS

We pay at least the minimum rate required by the state of delivery.

# **EXCESS INTEREST**

Excess Interest is the difference between Our current rates and the minimum rate required. We determine Excess Interest, if any, on Settlement Option amounts. We pay this excess under Option 1, 2, or 4 and add it to the period of payment under Option 3.

# SUPPLEMENTARY CONTRACT

When We receive Notice requesting a Settlement Option, We issue a Supplementary Contract in exchange for this Contract, stating the terms under which We make payments. The Supplementary Contract states to whom We pay any remaining Proceeds if the Payee dies. Once a Supplementary Contract is in effect the method of pay-out cannot be changed.

If the Owner of the Supplementary Contract dies before payments are complete, We pay any remaining balance at least as rapidly as under the method of payment in effect on the Owner's date of Death; provided however, that if the Owner is not an individual, then the Annuitant is deemed to be the Owner for purposes of this requirement.

TABLE 1
INCOME FOR SPECIFIED PERIOD FACTORS

NO. OF YEARS PAYABLE	MONTHLY INSTALLMENTS*	NO. OF YEARS PAYABLE	MONTHLY INSTALLMENTS*
1	N/A	11	8.42
2	N/A	12	7.80
3	N/A	13	7.26
4	N/A	14	6.81
5	17.49	15	6.42
6	14.72	16	6.07
7	12.74	17	5.77
8	11.25	18	5.50
9	10.10	19	5.26
10	9.18	20	5.04

<sup>\*</sup> Monthly installments shown are for each \$1,000 of net Proceeds applied at 2% Interest, which is subject to change as described on Page 13, Interest On Settlement Options.

# TABLE 2

# LIFE INCOME WITH SPECIFIED PERIOD CERTAIN FACTORS

			1	20	2	240				1	20	2	240
	Life	Only	Months	Certain	Month	s Certain		Life	Only	Months	Certain	Month	s Certain
Age		Female	Male	Female	Male	Female	Age	Male	Female	Male	Female	Male	Female
15	\$2.28	\$2.21	\$2.28	\$2.21	\$2.28	\$2.21	65	\$5.14	\$4.65	\$4.96	\$4.55	\$4.39	\$4.21
16	\$2.30	\$2.23	\$2.30	\$2.23	\$2.30	\$2.23	66	\$5.32	\$4.79	\$5.10	\$4.68	\$4.45	\$4.29
17	\$2.32	\$2.24	\$2.32	\$2.24	\$2.31	\$2.24	67	\$5.50	\$4.95	\$5.25	\$4.82	\$4.51	\$4.36
18	\$2.34	\$2.26	\$2.34	\$2.26	\$2.33	\$2.26	68	\$5.70	\$5.11	\$5.40	\$4.96	\$4.57	\$4.43
19	\$2.36	\$2.28	\$2.35	\$2.28	\$2.35	\$2.27	69	\$5.91	\$5.29	\$5.56	\$5.11	\$4.63	\$4.50
20	\$2.37	\$2.29	\$2.37	\$2.29	\$2.37	\$2.29	70	\$6.13	\$5.48	\$5.72	\$5.27	\$4.68	\$4.57
21	\$2.39	\$2.31	\$2.39	\$2.31	\$2.39	\$2.31	71	\$6.37	\$5.69	\$5.89	\$5.44	\$4.73	\$4.63
22	\$2.41	\$2.33	\$2.41	\$2.33	\$2.41	\$2.33	72	\$6.62	\$5.91	\$6.06	\$5.61	\$4.78	\$4.69
23	\$2.44	\$2.35	\$2.43	\$2.35	\$2.43	\$2.34	73	\$6.89	\$6.16	\$6.24	\$5.80	\$4.82	\$4.74
24	\$2.46	\$2.37	\$2.46	\$2.37	\$2.45	\$2.36	74	\$7.18	\$6.42	\$6.41	\$5.98	\$4.85	\$4.79
25	\$2.48	\$2.39	\$2.48	\$2.39	\$2.47	\$2.38	75	\$7.49	\$6.70	\$6.59	\$6.18	\$4.89	\$4.83
26	\$2.50	\$2.41	\$2.50	\$2.41	\$2.50	\$2.40	76	\$7.82	\$7.01	\$6.78	\$6.38	\$4.91	\$4.87
27	\$2.53	\$2.43	\$2.53	\$2.43	\$2.52	\$2.42	77	\$8.17	\$7.34	\$6.96	\$6.58	\$4.94	\$4.90
28	\$2.56	\$2.45	\$2.55	\$2.45	\$2.55	\$2.45	78	\$8.55	\$7.70	\$7.14	\$6.79	\$4.96	\$4.93
29	\$2.58	\$2.48	\$2.58	\$2.47	\$2.57	\$2.47	79	\$8.96	\$8.09	\$7.31	\$6.99	\$4.98	\$4.96
30	\$2.61	\$2.50	\$2.61	\$2.50	\$2.60	\$2.49	80	\$9.39	\$8.51	\$7.49	\$7.20	\$4.99	\$4.98
31	\$2.64	\$2.52	\$2.64	\$2.52	\$2.63	\$2.52	81	\$9.86	\$8.97	\$7.65	\$7.40	\$5.00	\$4.99
32	\$2.67	\$2.55	\$2.67	\$2.55	\$2.66	\$2.54	82	\$10.36	\$9.46	\$7.81	\$7.59	\$5.01	\$5.01
33	\$2.70	\$2.58	\$2.70	\$2.58	\$2.69	\$2.57	83	\$10.89	\$10.00	\$7.97	\$7.78	\$5.02	\$5.02
34	\$2.73	\$2.61	\$2.73	\$2.60	\$2.72	\$2.60	84	\$11.46	\$10.59	\$8.11	\$7.95	\$5.03	\$5.02
35	\$2.77	\$2.63	\$2.76	\$2.63	\$2.75	\$2.63	85	\$12.06	\$11.22	\$8.25	\$8.11	\$5.03	\$5.03
36	\$2.80	\$2.67	\$2.80	\$2.66	\$2.78	\$2.65	86	\$12.71	\$11.90	\$8.37	\$8.26	\$5.04	\$5.03
37	\$2.84	\$2.70	\$2.84	\$2.70	\$2.82	\$2.69	87	\$13.40	\$12.63	\$8.49	\$8.39	\$5.04	\$5.04
38	\$2.88	\$2.73	\$2.88	\$2.73	\$2.85	\$2.72	88	\$14.14	\$13.41	\$8.59	\$8.51	\$5.04	\$5.04
39	\$2.92	\$2.77	\$2.92	\$2.76	\$2.89	\$2.75	89	\$14.92	\$14.23	\$8.68	\$8.62	\$5.04	\$5.04
40	\$2.97	\$2.80	\$2.96	\$2.80	\$2.93	\$2.79	90	\$15.75	\$15.11	\$8.77	\$8.71	\$5.04	\$5.04
41	\$3.01	\$2.84	\$3.00	\$2.84	\$2.97	\$2.82	91	\$16.63	\$16.02	\$8.84	\$8.80	\$5.04	\$5.04
42	\$3.06	\$2.88	\$3.05	\$2.88	\$3.01	\$2.86	92	\$17.57	\$16.97	\$8.91	\$8.87	\$5.04	\$5.04
43	\$3.11	\$2.92	\$3.10	\$2.92	\$3.06	\$2.90	93	\$18.56	\$17.97	\$8.97	\$8.93	\$5.04	\$5.04
44	\$3.16	\$2.96	\$3.15	\$2.96	\$3.10	\$2.94	94	\$19.63	\$19.01	\$9.02	\$8.99	\$5.04	\$5.04
45	\$3.21	\$3.01	\$3.20	\$3.00	\$3.15	\$2.98	95	\$20.77	\$20.10	\$9.06	\$9.04	\$5.04	\$5.04
46	\$3.27	\$3.06	\$3.25	\$3.05	\$3.20	\$3.02	96	\$22.01	\$21.26	\$9.10	\$9.04	\$5.04	\$5.04
47	\$3.33	\$3.11	\$3.31	\$3.10	\$3.25	\$3.07	97	\$23.37	\$22.50	\$9.12	\$9.11	\$5.04	\$5.04
48	\$3.39	\$3.16	\$3.37	\$3.15	\$3.30	\$3.12	98	\$24.88	\$23.88	\$9.14	\$9.13	\$5.04	\$5.04
49	\$3.45	\$3.21	\$3.43	\$3.20	\$3.35	\$3.16	99	\$26.60	\$25.43	\$9.16	\$9.15	\$5.04	\$5.04
50	\$3.52	\$3.27	\$3.50	\$3.26	\$3.41	\$3.22	100	\$28.57	\$27.21	\$9.17	\$9.16	\$5.04	\$5.04
51	\$3.59	\$3.33	\$3.56	\$3.32	\$3.47	\$3.27	101	\$30.84	\$29.28	\$9.17	\$9.17	\$5.04	\$5.04
52	\$3.67	\$3.40	\$3.63	\$3.38	\$3.52	\$3.32	102	\$33.48	\$31.70	\$9.18	\$9.18	\$5.04	\$5.04
53	\$3.74	\$3.46	\$3.71	\$3.45	\$3.59	\$3.38	103	\$36.57	\$34.56	\$9.18	\$9.18	\$5.04	\$5.04
54	\$3.83	\$3.53	\$3.79	\$3.51	\$3.65	\$3.44	104	\$40.20	\$37.96	\$9.18	\$9.18	\$5.04	\$5.04
55	\$3.91	\$3.61	\$3.87	\$3.59	\$3.71	\$3.50	105	\$44.50	\$42.00	\$9.18	\$9.18	\$5.04	\$5.04
56	\$4.01	\$3.69	\$3.96	\$3.66	\$3.78	\$3.56	106	\$49.61	\$46.86	\$9.18	\$9.18	\$5.04	\$5.04
57	\$4.10	\$3.77	\$4.05	\$3.74	\$3.84	\$3.63	107	\$55.74	\$52.73	\$9.18	\$9.18	\$5.04	\$5.04
58	\$4.21	\$3.86	\$4.14	\$3.82	\$3.91	\$3.70	108	\$63.15	\$59.88	\$9.18	\$9.18	\$5.04	\$5.04
59	\$4.32	\$3.95	\$4.24	\$3.91	\$3.98	\$3.77	109	\$72.20	\$68.70	\$9.18	\$9.18	\$5.04	\$5.04
60	\$4.43	\$4.05	\$4.35	\$4.01	\$4.05	\$3.84	110	\$83.42	\$79.72	\$9.18	\$9.18	\$5.04	\$5.04
61	\$4.56	\$4.15	\$4.46	\$4.10	\$4.12	\$3.91	111	\$97.59	\$93.78	\$9.18	\$9.18	\$5.04	\$5.04
62	\$4.69	\$4.27	\$4.58	\$4.21	\$4.19	\$3.98		\$116.03	\$112.26	\$9.18	\$9.18	\$5.04	\$5.04
63	\$4.83	\$4.39	\$4.70	\$4.32	\$4.25	\$4.06		\$141.56		\$9.18	\$9.18	\$5.04	\$5.04
64	\$4.98	\$4.51	\$4.83	\$4.43	\$4.32	\$4.13	114	\$187.79	\$185.87	\$9.18	\$9.18	\$5.04	\$5.04

Installments shown are monthly and are for each \$1,000 of net Proceeds applied. Based on 2000 Individual Annuity Table, applied at 2% Interest, which is subject to change as described on Page 13, Interest On Settlement Options.

# TABLE 3 JOINT AND SURVIVOR INCOME FACTORS

We will establish values for Age or sex combinations not shown in the table on request. They will be calculated on the same basis as those in this table.

	Male Age									
Female Age	45	50	55	60	65	70				
45	\$2.79	\$2.86	\$2.91	\$2.95	\$2.97	\$2.99				
50	\$2.89	\$3.00	\$3.09	\$3.15	\$3.20	\$3.23				
55	\$2.98	\$3.13	\$3.26	\$3.38	\$3.47	\$3.53				
60	\$3.06	\$3.25	\$3.44	\$3.61	\$3.76	\$3.88				
65	\$3.11	\$3.34	\$3.59	\$3.84	\$4.08	\$4.28				
70	\$3.15	\$3.41	\$3.71	\$4.04	\$4.39	<b>\$4.72</b>				

Installments shown are monthly and are for each \$1,000 of net Proceeds applied. Based on 2000 Individual Annuity Table, applied at 2% Interest, which is subject to change as described on Page 13, Interest On Settlement Options.

# AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY

[P.O. Box 71216] [Des Moines, Iowa 50325]

# SINGLE PREMIUM DEFERRED ANNUITY CONTRACT WITH INDEX-LINKED INTEREST OPTIONS AND A PREMIUM BONUS PROVISION

Index Credits currently linked to S&P 500 and 10 Year U. S. Treasury Bond

Death Benefit Prior to Maturity Monthly Income at Maturity No Dividends SERFF Tracking Number: AMEQ-126794758 State: Arkansas
Filing Company: American Equity Investment Life Insurance State Tracking Number: 46701

Company

Company Tracking Number: INDEX-110

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: INDEX-110

Project Name/Number: INDEX-110/INDEX-110

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachments: AR100902-AR1.pdf

AR100902-AR3.pdf

Item Status: Status

Date:

Satisfied - Item: Application

Comments: Attachment:

2000rev\_1-1-10\_.pdf

Item Status: Status

Satisfied - Item: Cover Letter

Comments:

Attachment:

AR100831.pdf

Item Status: Status

Date:

Satisfied - Item: Statement of Variability

Comments:

Attachment:

stmtofVariability.pdf

Item Status: Status

SERFF Tracking Number: AMEQ-126794758 State: Arkansas

Filing Company: American Equity Investment Life Insurance State Tracking Number: 46701

Company

Company Tracking Number: INDEX-110

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium

Variable

Product Name: INDEX-110

Project Name/Number: INDEX-110/INDEX-110

Date:

Satisfied - Item: Statement of Values

Comments:
Attachment:
SOV-110.pdf

# **CERTIFICATION**

TO: ARKANSAS INSURANCE DEPARTMENT

FROM: AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY

This is to certify that the attached Form INDEX-110 achieves a Flesch Reading Ease Test Score of 50.0, and complies with the requirements of Ark. Stat. Ann. 23-80-201 through 23-80-308, cited as the Life and Disability Insurance Policy Language Simplification Act.

Judith Z. K. Jewett, FLMI Vice President & Compliance Officer

> September 2, 2010 Date

# CERTIFICATION

Form Number: INDEX-110

I have reviewed the guidelines for non-guaranteed costs on Participating and Non-Participating Life Insurance included in Bulletin No. 11-83 and certify that this form is in compliance with those Guidelines.

Judith Z. K. Jewett, FLMI Vice President & Compliance Officer

> September 2, 2010 Date



New Business: PO Box 9304 Des Moines, IA 50306-9304 Phone 888-221-1234 Fax 515-221-9450 www.american-equity.com

# **Annuity Application**

American Equity Investment Life Insurance Company Overnight - 6000 Westown Parkway, West Des Moines, IA 50266

ANNUITANT	JOINT ANNUITANT
Name Sex	Name Sex
Birth date// Soc. Sec. No	Birth date// Soc. Sec. No
Address	Address
City State Zip	City State Zip
OWNER (if other than annuitant)	JOINT OWNER
Name Sex	Name Sex
Birth date// SSN# or Tax ID#	Birth date/ SSN# or Tax ID#
Address	Address
City State Zip	City State Zip
OWNER'S BENEFICIARY - Annuitant, unless otherwise stated	
Relationship:	·
ANNUITANT'S BENEFICIARY	
Primary:	
Relationship to	
Contingent:	
	o Annuitant:
1. Contract form:	5. Will initial premium be a 1035 Exchange, or Direct Transfer?
Settlement option (Immediate annuity only):	☐ Yes ☐ No
2. Tax status:	If Yes, from what company?Anticipated amount: \$
$\square$ Roth IRA $\square$ IRA $\square$ Sec. 401(k)	6. Billing information (Flexible contracts only):
☐ SEP/IRA ☐ Sec. 457 ☐ Sec. 403(b)	Amount: \$
☐ Simple IRA ☐ H.R. 10 ☐ Corp Pension/Profit Sharing	Mode <u>Type</u>
3. Will this annuity replace any existing insurance or annuities in this or any other company?	☐ Monthly ☐ ABC* (Automatic Bank Check)
☐ Yes ☐ No (If Yes, complete replacement forms.)	☐ Quarterly ☐ Direct Bill ☐ Semi-Annual ☐ List Bill
Name of Company:	☐ Annual ☐ Government Allotment
4. Premium submitted with application: \$	7. Remarks and/or Special Billing Address ( <i>i.e.</i> , List Bills):
Is this a rollover? (Qualified plans only) $\square$ Yes $\square$ No	* Form 4067 required.
Do you have any reason to believe that replacement of existing	Any person who, with intent to defraud or knowing that he is
insurance may be involved?	facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is
II Tes give details.	guilty of insurance fraud.
	To the best of my knowledge and belief, the statements above are
Agent's Name/Number (Please Print)	true and complete.
	Signed at
Agent's E-mail Address	City/State on
<u> </u>	Date
Agent's Signature/Phone Number	Owner's Signature/Phone Number
Resident Agent's Countersignature/Phone Number (where required)	Joint Owner's Signature/Phone Number



NAIC #000-92738 FEIN 42-1153896

August 31, 2010

Life and Health Division Arkansas Insurance Department

Re: Form: INDEX-110, Single Premium Deferred Annuity Contract with Index-Linked Interest Options and a Premium Bonus Provision

I am filing the enclosed, above referenced form for your review and approval. A version of this form was approved by the IIPRC April 30, 2010, and thus is currently available in 35 states. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards.

This is a new single premium deferred indexed annuity contract. It has a Flesch readability score of 50.0. We plan to use this form with our application form 2000 (Rev), approved by your department March 10, 2000. Due to the nature of an indexed annuity contract, we do not plan to use illustrations.

Please see enclosed Hedging Strategy for indexed information as required for compliance with Guideline 35. In addition we also include a copy of our product disclosure to assist you in your review of this filing.

See attached Statement of Variability for an explanation of all variable items.

Thank you for your review of this submission.

Sincerely,

Judith Z. K. Jewett

Vice President and Compliance Officer

Enc.

# STATEMENT OF VARIABILITY INDEX-110

I certify only items within brackets on pages 1, 3, 3a, and back cover are variable. They will vary as follows:

# Page 1

Address and phone number will change only if we move, we will notify current contract holders.

Web address may change if necessary; we will notify current contract holders.

Signatures are variable and will change only as officers change.

Index and/or Bond Index may change if the Index or Bond Index is no longer available.

#### Page 3

Items 1 through 8, and 11 on Page 3 are self-explanatory based on the specifics of the applicant as provided in the application.

- 9. **Tax Status:** Set at issue of each new contract, based on selection of qualified or non-qualified on application.
- 10. **Minimum Single Premium:** Single Premium varies depending on market condition, set at issue between \$2,000 and \$20,000.
- 12. **Premium Bonus:** Varies dependent upon the amount of Single Premium. Premium Bonus is 5% of Single Premium.
- 13. MGSV Minimum Guaranteed Interest Rate: MGSV-MGIR is set at issue, based on the average of five-year Constant Maturity Treasury Rate for October of the preceding year, initially 2009, will change for new issues each January, is guaranteed for the Guarantee Period, and applies to Minimum Guaranteed Surrender Value only. (1% 3%)

# **Fixed Value Specifications**

- 14. **Fixed Value Single Premium:** Based on amount of Single Premium and applicant's allocation of Single Premium as shown on Disclosure.
- 15. **Allocated Bonus:** Based on 5% bonus, amount of Single Premium, and allocation choices made by applicant on Disclosure.
- 16. **Fixed Value Guaranteed Initial Interest Rate:** Range 1.25% to 12%, based on market conditions as directed by management.
- 17. **Nonforfeiture Rate:** This rate is effective for all issues in 2010. New issues in 2011 and subsequent calendar years under this contract form will be based off the average of the October 5 Year CMT rate as of the previous year.
- 18. **DOI:** varies dependent upon state of delivery
- 19. **Phone Number:** varies dependent upon DOI

#### Page 3a

# **S&P Averaged Value Specifications - Cap**

- 20. **Index:** currently S&P 500 or any suitable alternative Index should the S&P 500 no longer be available as described on Page 8.
- 21. **Single Premium:** See # 14 above.
- 22. **Allocated Bonus:** See #15 above
- 23. **Index on Contract Date:** At issue of each new contract, based on S&P 500 on the Contract Date
- 24. **Initial Cap:** (4-12%) Varies on market conditions

# **S&P Point to Point Value Specifications-Cap**

- 25. **Index:** currently S&P 500 or any suitable alternative Index should the S&P 500 no longer be available as described on Page 8.
- 26. **Single Premium:** See # 14 above
- 27. Allocated Bonus: See #15 above
- 28. **Index on Contract Date:** See #23 above
- 29. **Initial Cap:** See #24 above

# **Monthly point to Point (MPT) Value Specifications**

- 30. **Index:** currently S&P 500 or any suitable alternative Index should the S&P 500 no longer be available as described on Page 8.
- 31. **Single Premium:** See #14 above
- 32. **Allocated Bonus:** See #15 above
- 33. **Index on Contract Date:** See #23 above
- 34. **Asset Fee Rate:** (0% 2%) The asset fee rate is set at issue and guaranteed for the life of the contract.
- 35. **Initial MPT Cap:** (1% 6%)

# **Bond Value Specifications**

- 36. **Index:** currently 10-year U.S. Treasury Bond or any suitable alternative Index should the 10-year U.S. Treasury Bond no longer be available as described on Page 8.
- 37. **Single Premium:** See #14 above
- 38. **Allocated Bonus:** See Item #15
- 39. **Treasury Bond Price on Contract Date:** Is the Treasury Bond Price on the Contract Date. Each Contract Year thereafter we use the current Treasury Bond Price on the current Contract Anniversary.
  - **CUSIP#:** At issue of bond, identifying number of bond which changes at each Contract anniversary to the current Treasury Bond CUSIP #.
- 40. **Coupon Rate on Contract Date:** It is the annual rate of interest of the U.S. 10 Year Treasury Bond expressed as a percentage. Each Contract Anniversary We use the then current Coupon Rate
- 41. **Initial Cap:** See item #24 above

#### **Back Cover**

Address will change only if we move, we will notify current contract holders.

Judith Z. K. Jewett, FLMI Vice President & Compliance Officer August 31, 2010

Page 2 of 2

# Annual Statement of Values Effective January 1, 2011 INDEX-110

Contract #: 999999

JOHN DOE 123 MAPLE ST DES MOINES, IA 50266 **Your American Equity Agent** 

Bob Smith 1212 Apple Lane Des Moines IA 50266 515- 222-2222

# **CURRENT YEAR CONTRACT SUMMARY**

(01/01/10 to 01/01/11)

Premiums Received:	\$50,000.00
Bonus:	\$2,500.00
Withdrawals:	\$0.00
LIBR Fee:	\$0.00
Total Interest Credited:	\$1,706.25
Contract Value (1):	\$54,206.25
Minimum Guaranteed Surrender Value (2):	\$45,062.50
Cash Surrender Value (3):	\$47,701.50
Income Account Value (4):	\$55,125.00

- (1) Contract Value equals the sum of Your Fixed Value plus Your Indexed Value.
- (2) Minimum Guaranteed Surrender Value is equal to 87.5% of all Premiums received; less any withdrawal proceeds, accumulated at the Minimum Guaranteed Interest Rate.
- (3) Cash Surrender Value equals the greater of Contract Value minus any applicable Surrender Charges; or Minimum Guaranteed Surrender Value.
- (4) Income Account Value is used to calculate Lifetime Income Benefit payments and equals all Premiums plus Premium Bonus, less any withdrawals, accumulated at 5% annual interest. Must be age 50 or over to begin Lifetime Income Benefit payments. Income Account Value is not part of underlying contract value or available in a lump sum.

# SINCE INCEPTION CONTRACT SUMMARY

**Total Premium Received**: \$50,000.00 **Total Interest Credited**: \$1,706.25 **Bonus**: \$2,500.00 **Total Withdrawals**: \$ 0.00

Page 1 of 4

#### **SPECIFICATIONS** Beginning Endina Current Asset PR Value % Earned Value CAP Strategy Withdrawals Transfers \$ Credited Allocations Fee \$0.00 \$1,706.25 N/A NA **FIXED** \$52,500.00 \$0.00 3.25% \$54,206.25 100.00% N/A \$0.00 \$0.00 S&P AVG(CAP) \$0.00 \$0.00 0.00% \$0.00 0.00% N/A 7.00% N/A \$0.00 \$0.00 S&P APTP(CAP) \$0.00 \$0.00 0.00% \$0.00 0.00% N/A 7.00% N/A \$0.00 \$0.00 \$0.00 \$0.00 0.00% 3.00% S&P MPTP(CAP) \$0.00 0.00% 0.00% N/A \$0.00 \$0.00 \$0.00 TREASURY(CAP) \$0.00 \$0.00 0.00% 0.00% N/A 5.00% N/A \$52,500.00 Total \$0.00 \$0.00 \$1,706.25 \$54,206.25

If you exercise Transfer of Values Option as described in Your Contract, the values will be transferred on the day after your Contract Anniversary. The Transferred Values and associated Interest &/or Index Credits will be reflected in the values shown on the Annual Statement we issue on the next Contract Anniversary.

# SPECIFICATIONS FOR NEXT YEAR

Caps:	Asset Fee Rates:		
S&P AVERAGED VALUE:	7.00%	S&P Monthly Pt. To Pt. Value (Cap):	

S&P ANNUAL PT TO PT VALUE: 7.00% S&P MONTHLY PT TO PT VALUE: 3.00% U.S. TREASURY BOND: 5.00%

**Beginning U.S. Treasury Bond:** 

932586LX3, NOVEMBER 15, 2020 **Beginning S&P Index:** 1325.19 Bond Coupon Rate:

Beginning S&P Index:1325.19Bond Coupon Rate:5.75%Fixed Interest Rate:3.25%Bond Price:102.38

New premiums under this contract currently earn 3.25% subject to change.

0.00%

Contract# 999999 Statement Period: 01/01/10 to 01/01/11

# **CALCULATIONS**

#### S&P MONTHLY INDEX ON INDEX DATES

Feb:	1455.54	May:	1522.75	Aug:	1445.94	Nov:	1458.74
Mar:	1386.95	Jun:	1531.05	Sep:	1519.78	Dec:	1454.98
Apr:	1472.50	Jul:	1546.17	Oct:	1540.08	Jan:	1325.19

**S&P BEGINNING INDEX:** 1426.37 **S&P YEAR END INDEX:** 1325.19

#### **BOND VALUE**

(10-YEAR U.S.TREASURY INDEX) (912828JR2, NOVEMBER 15, 2019)

Beginning Bond Price: 107.51 Year End Bond Price: 101.57 Bond Coupon Rate: 6.00%

#### **S&P** Averaged (Cap) Calculation:

1. Beginning Value is the Ending Value on the last day of previous Contract Year.

2. Index Credit = (<u>Index Average- Beginning Index</u>)\* (Beginning Value, plus or minus any Transferred Values, less Withdrawal Proceeds and Associated Surrender Charges.)

3. Ending Value is the Beginning Value, plus or minus any Transferred Values, less Withdrawal Proceeds and associate Surrender Charges, plus Index Credit.

\*Not to Exceed Cap Rate

#### **S&P Annual Pt to Pt (Cap) Calculation:**

- 1. Beginning Value is the Ending Value on the last day of previous Contract Year.
- 2. Index Credit = (<u>Year End Index Beginning Index</u>)\* (Beginning Value, plus or minus any Transferred Values, less Withdrawal Proceeds and Associated Surrender Charges.)
- 3. Ending Value is the Beginning Value, plus or minus any Transferred Values, less Withdrawal Proceeds and associate Surrender Charges, plus Index Credit.

#### **U.S. Treasury Bond (Cap) Calculation:**

- 1. Beginning Value is the Ending Value on the last day of previous Contract Year.
- 2. Index Credit = [(Year End Price Beginning Price) + Coupon Rate]\* (Beginning Value, plus or minus any Transferred Values, less Withdrawal Proceeds and Associated Surrender Charges.)
- 3. Ending Value is the Beginning Value, plus or minus any Transferred Values, less Withdrawal Proceeds and associated Surrender Charges, plus Index Credit.

\*Not to Exceed Cap Rate

<sup>\*</sup>Not to Exceed Cap Rate

# **S&P Monthly Point to Point Value Calculation:**

- 1. Beginning Value is the Ending Value on last day of previous Contract Year.
- 2. Index Credit = (MPT Sum Asset Fee Rate) X (Beginning Value, plus or minus any Transferred Values, less Withdrawal Proceeds and Associated Surrender Charges)
- 3. Ending Value is the Beginning Value, plus or minus any Transferred Values, less Withdrawal Proceeds and associated Surrender Charges, plus Index Credit.

#### DETAILED CALCULATIONS OF MPT VALUE

DETAILED CALCULATIONS OF WILL VALUE				
End Date	Beginning Index	<b>Ending Index</b>	(4)MPT Ratio %	
02/01/10	1426.37	1455.54	2.04505	
03/01/10	1455.54	1386.95	4.71234-	
04/01/10	1386.95	1472.50	2.20000	
05/01/10	1472.50	1522.75	2.20000	
06/01/10	1522.75	1531.05	0.54506	
07/01/10	1531.05	1546.17	0.98755	
08/10/10	1546.17	1445.94	6.48246-	
09/01/10	1445.94	1519.78	2.20000	
10/01/10	1519.78	1540.08	1.33571	
11/01/10	1540.08	1458.74	5.28154-	
12/01/10	1458.74	1454.98	0.25775-	
01/01/11	1454.98	1325.19	8.92039-	
			MPT Sum = $14.14$ -	

4. MPT Ratio = (<u>Ending Index – Beginning Index</u>)\*
Beginning Index

\*Not to Exceed Cap Rate

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